

2013-2015

COLLECTIVE BARGAINING
AGREEMENT

between

GREAT FALLS AIRPORT FIRE FIGHTERS ASSOCIATION
IAFF Local # 3261

and

STATE OF MONTANA
DEPARTMENT OF MILITARY AFFAIRS
AIR NATIONAL GUARD

PREAMBLE

This agreement is made and entered into this 2nd day of October 2013, by and between the State of Montana, Department of Military Affairs, hereinafter called "Employer," and the Great Falls Airport Firefighters Association, International Association of Firefighters, Local #3261, hereinafter called the "Association," for the purpose of promoting and improving understanding between the Employer and the Association relative to labor-management relations, standards of wages, hours, and other conditions of employment, and to provide a means of amicable and equitable adjustment of grievances which may arise within the terms contained herein.

ARTICLE ONE - RECOGNITION

The employer hereby recognizes the Association as the exclusive representative for all shift employees of the Department of Military Affairs, Montana Air National Guard Fire Department, excluding the Fire Chief, Deputy Chief and Assistant Chiefs.

ARTICLE TWO - MANAGEMENT RIGHTS

The Association recognizes the prerogatives of the Employer to operate and manage its affairs in such areas, but not limited to:

1. Directing employees;
2. Hiring, promoting, transferring, assigning, and retaining employees;
3. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. Maintaining the efficiency of government operations;
5. Determining the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. Taking whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
7. Establishing the methods and processes by which work is to be conducted. Such rights are retained by the Employer unless abridged, delegated or modified by the express provisions of this agreement.

ARTICLE THREE - ASSOCIATION RIGHTS

Section 1. The Association shall certify in writing to the employer the names of all employees or others authorized to represent the Association in the grievance procedure specified in Article Seven. For the purpose of that Article, persons authorized to represent the Association shall be known as "Stewards." A Steward may process grievances during regular working hours without loss of regular pay subject to the approval of the Fire Chief. Union representatives from the Council or International level may be called in to assist at any step during the grievance.

Section 2. Visits by Union Representatives: The Employer agrees that accredited representatives of the International Association of Fire Fighters or the Montana Council of Fire Fighters shall have full and free access to the premises of the Employer at all times subject to the approval of the Fire Chief. The Association agrees to provide the Employer with a list of such accredited representatives and to notify the Employer in writing of any changes to the list.

Section 3. Association Meetings/Bulletin Boards: The Employer agrees, subject to availability, to allow the Association to use the Employer's facilities for Association meetings. The Association shall be liable for any damage resulting from such use. Employees may, at the discretion of the employer, be allowed to attend association meetings during working hours.

The Employer will provide the Association with a reasonable amount of bulletin board space. The Association will not post information critical of or derogatory to, the employer in the space provided.

ARTICLE FOUR - ASSOCIATION SECURITY

Section 1. Any employee covered by this agreement who is not an Association member and who does not apply for membership within 30 days shall, as a condition of employment, pay to the Association a representation fee, in an amount determined by the Association.

Section 2. Employees who fail to comply with the requirement shall be discharged by the Employer within 30 calendar days after written notice to the Employer from the Association.

Section 3. Upon receipt of written authorization from an employee covered by this agreement, the employer agrees to deduct Association dues or representation fees from the employee's pay. The Employer will remit such dues to the Association within 30 calendar days.

Section 4. The Association will indemnify, defend and hold the Employer harmless against any and all claims, suits or other forms of liability, including attorney's fees and costs of defense

thereof, that arise by reason of any action taken or not taken by the Employer with regard to this Article.

Section 5. All correspondence to and from the Association shall be remitted through the executive office of the Association by management and the Association.

ARTICLE FIVE – NON-DISCRIMINATION

The Employer and the Association accept their responsibility to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, sex, marital status, family relationships, and membership or non-membership in the Association.

ARTICLE SIX - HOURS OF WORK AND OVERTIME

Section 1. Schedules

A. "Shift" employees.

All shift employees will be assigned to work 24 hours on followed by 48 off. The shift start time shall be 0700, unless otherwise designated by management and mission-driven.

Every shift employee shall choose one K-day per 28 day pay cycle in which he/she will not be scheduled to work. The shift which starts the 28 day pay cycle may choose a second K-day for that period. The decision to select a second K-day resides with the employee, but once the decision is made it is binding. K-Days will be chosen by the employee in conjunction with annual leave selection each year and approved by management. Order of selection will be by seniority. Overtime will be earned per section 207(k) of FLSA.

B. "Day" employees.

Day employees will be assigned to work a 40 hour work week comprised of four 10-hour shifts per week. The shift start time shall be 0700 hours, unless otherwise designated by management and mission-driven. All day employees shall be assigned to work one 24-hour shift which will result in an additional 14 hours each 28 day cycle at straight time pay.

In addition all day employees may select to work up to six (6) additional 14 hour shifts in a calendar year. These additional shifts will be chosen after the shift employees have completed their K-day selections and should complement total fire department manning. The holiday benefit is equivalent to ten hours. Overtime will be earned per section 207(k) of FLSA.

If an employee temporarily transfers to a shift position, they will earn overtime per Section 2 of this Article. In addition, if they work a holiday, they will be compensated for eight hours at time and one-half rather than the 3.3 requirement.

C. Schedule changes.

It is understood and agreed that individual employee's schedules (see A & B above) may be temporarily changed due to flying schedules, attendance at training schools, and/or assignment to light duty. Employees whose schedules are changed for the reasons listed above, will be given at least 10 days notice of any such schedule changes. Any schedule changes that must be made with less than 10 days notice must be done with mutual consent.

D. Early relief.

For early relief to take place the following must occur:

- 1) Only relieved by vehicle replacement member
- 2) The relief must be in uniform.
- 3) The relief must have their firefighting gear on all vehicles assigned by the individual being relieved.
- 4) The relief must notify the Captain/Sr. LT (shift SFO) that they are ready to relieve (name).
- 5) The individual being relieved must notify the Captain/ Sr. Lt. (shift SFO) that they have been relieved by (name).
- 6) Individuals being relieved will not change out of the approved uniforms until steps 1-5 have been accomplished.
- 7) The relief individual is responsible for any off going shift's duties not yet accomplished: Station/Vehicle maintenance.

E. An injured employee who suffers a medical disability, upon request by said employee and when such work is available and with medical approval, may be temporarily assigned light duty at his/her regular rate of pay. Such temporary light duty assignments shall be limited to six months in duration. Light duty is subject to management approval and is typically defined as temporary, short-term, reassignment due to a medial determination by a licensed physician. The medical determination must state the employee's limitations and ability to perform light duties. Light duty may consist of, but not be limited to, Fire Department dispatch, or administrative duties as determined by the Fire Chief or his qualified designee.

Section 2. Overtime and Compensatory Time. Shift employees required to work in excess of 212 hours, and Day Lieutenants employees required to work in excess of 174 hours, in a 28-day period (2 biweekly pay periods) at the direction of management, shall be compensated at a rate of one and one-half times the average hourly rate for each hour of overtime worked. Overtime shall be computed to the nearest one-half hour. (For straight time pay rates see Addendum A.)

With management approval, employees may elect to receive compensatory time off at a rate of one and one-half times each additional hour worked in accordance with the provisions of this agreement. The Employer and the employee shall arrange for the taking of such compensatory time by mutual agreement.

Subsection 1. Compensatory time may not be accrued beyond 96 hours, representing 64 hours of actual overtime worked.

Subsection 2. An employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.

Subsection 3. Upon termination, unused accumulated compensatory time will be paid to the employee at their final regular rate of pay.

Subsection 4. The Employer may, at any time, pay cash for all or any portion of an employee's accrued compensatory time.

Section 3. Hold Over pay. Employees required to stay after their regularly scheduled shift for in excess of 15 minutes shall be compensated at the rate of one and one half times their regular straight time rate for the actual hours worked, but with a minimum of one hour of overtime compensation.

Section 4. Call Back Pay. Employees required to return to work during their off duty hours shall be compensated at a rate of one and one half times their straight time pay rate for the actual hours worked, with a minimum guarantee of two hours. Whenever manning falls below the required levels and results in replacement personnel receiving less than 24 hours notice, call back must be used.

Section 5. Standby for Recall: If an employee is required by management to remain at home available for call back to duty (standby) he/she shall be compensated at the rate of one hour of straight time wages for each four hours on standby. Employees will be placed on standby status in four hour increments.

Section 6. Extended shift employees shall be entitled to: 1) a one hour lunch break, 2) a one hour dinner break, and 3) two 20-minute rest breaks. The lunch break shall normally be scheduled between 1130 and 1230 hours. The dinner break shall normally be scheduled between 1700 and 1800 hours. The morning rest break shall normally be scheduled to begin between 0900 and 0930 hours. The afternoon rest break shall be scheduled between 1430 and 1450 hours. Whenever manning falls below the required levels and results in replacement personnel receiving less than 24 hours notice, call back must be used.

It is understood and agreed that lunch, dinner and/or rest breaks may be interrupted due to emergencies or essential work, but that such breaks shall be resumed for the normal duration immediately upon conclusion of emergency or essential work. If work assignments extend past 1800 hours, employees performing such work shall be entitled to one 20-minute coffee break for each two consecutive hours of work.

ARTICLE SEVEN - GRIEVANCE PROCEDURE

Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all grievances between them involving questions of interpretation or application of the express terms and provisions of this Agreement.

Section 1. Steps to the grievance procedure

Step 1. Any alleged violation of this Agreement shall first be discussed informally between the employee(s) and the Fire Chief, Montana Air National Guard Fire Department, within 10 calendar days after the alleged grievance occurs. No grievance shall be reduced to writing and advanced to Step 2 of this grievance procedure until it has been presented for informal discussion and attempted resolution. The timeline may be extended through mutual agreement in the event the Fire Chief is unavailable due to extended absence. The Association will inform via e-mail the Fire Chief with a copy to the Base C.E.

Step 2. If the grievance is not settled at Step 1, the aggrieved employee shall, within 10 calendar days after the date of the Step 1 submission, present the grievance in writing to the Chief, Montana Air National Guard Fire Department. The grievance must be signed by the employee(s). The Chief will issue a written response within 10 calendar days after receiving the grievance at Step 2.

Step 3. If the grievance is not settled at Step 2, the aggrieved employee, within 10 calendar days after the date of the Step 2 decision, present the written grievance to the Base Civil Engineer/Fire Marshall. The Base Civil Engineer/Fire Marshall shall issue a written response within 10 calendar days after receiving the grievance at Step 3.

Step 4. If the grievance is not settled at Step 3, it shall be presented in writing to the Adjutant General or his designee, within 10 calendar days after the date of the Step 3 decision. The Adjutant General shall issue a written response within 10 calendar days after receiving the grievance at Step 4.

Step 5. If the Association considers the Step 4 response unsatisfactory, the Association may, within 15 calendar days after receiving the Step 4 response, notify the Director of the

Department of Military Affairs and the Chief, State Office of Labor Relations, of its decision to submit the grievance to final and binding arbitration.

Section 2. Rules of Grievance Processing

1. The time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step. The time limit for the grievant(s) shall be suspended when the grievant(s) is on military orders.
2. A grievance presented at Step 2 and above shall be dated and signed by the aggrieved employee presenting it.
3. A grievance not advanced to the next higher step within the time limits set forth in this Article shall be deemed permanently withdrawn and settled on the basis of the decision at the most recent step of the grievance procedure. Failure on the part of the Employer's representative to respond within the time limits set forth at each step in this Article will entitle the employee to proceed to the next step.
4. When the grievance is presented in writing, it shall include all of the following:
 - a. A complete statement of the grievance and facts upon which it is based;
 - b. The specific section or sections of this Agreement allegedly violated; and
 - c. The remedy or correction requested.

Section 3. Rules of Arbitration

1. Within 10 days after such written notice of intent to arbitrate is delivered to the Adjutant General, the parties shall call on the Montana Board of Personnel Appeals to provide a list of five arbitrators.
2. The parties will flip a coin to determine who strikes the first name. Each party shall be entitled to strike two names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator chosen shall be contacted and asked to schedule a hearing at the earliest possible date. No additional evidence may be submitted following the conclusion of the arbitration hearing. The arbitrator shall issue a decision within 30 calendar days of the hearing and that decision shall be final and binding.
3. Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants a transcript from the proceedings of the arbitration, the party

requesting the transcript shall pay all costs. If each party requests transcripts, they shall equally share the cost.

4. Time limits at any step of the grievance procedure may be extended by mutual agreement between the parties.
5. The use of the above procedure is exclusive. Employees desiring to contest an employment action through alternative statutory or civil procedures may not contest the same employment action under the provisions of this Agreement's grievance procedure. Should the employee choose to pursue a statutory or civil procedure prior to exercising his grievance rights, the employee waives the right to pursue the claim through this grievance procedure.
6. The arbitrator's authority shall be limited to the interpretation and application of the express terms and provisions of this Agreement. No arbitrator shall have the power to add to, subtract from, or modify the terms of this agreement.

ARTICLE EIGHT - HOLIDAYS

Section 1. Recognized paid holidays shall be the following, in compliance with Section 1-1-216, M.C.A:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Lincoln's and Washington's Birthdays	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
State General Election Day	First Tuesday after the first Monday in November in even numbered years.

Section 2. Employees will be compensated for legal holidays, as set forth in 1-1-216, M.C.A, at the rate of 3.30 hours per bi-weekly pay period, which shall be added to the employees' base pay and paid at the regular rate.

The 3.30 hour figure is determined by multiplying the average annual number of legal holidays (10.5) by the holiday benefit of eight hours, dividing that number into 26 bi-weekly pay periods, and rounding up to the nearest tenth of an hour.

Retirement benefits will be paid on all holiday pay.

Section 3. If any days are added to or subtracted from the above list of recognized paid holidays by the legislature, or if the number of pay periods is changed through legislative action, such changes shall become effective on the date the legislation takes effect, and the formula set forth in Section 2 of this Article shall be adjusted accordingly.

Section 4. Part-time employees shall receive prorated holiday benefits.

ARTICLE NINE – LEAVES

Section 1. Vacation Leave.

- A. Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.
- B. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- C. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.
- D. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

<u>Years of Employment</u>	<u>Annual Leave Credits</u> <u>(Hours)</u>
1 day through 10 years	120
10 years through 15 years	144
15 years through 20 years	168
20 years on	192

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits must be credited with one year of employment for each calendar year of full-time employment following his/her date of hire.

- E. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.
- F. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of hours earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.
- G. An employee who terminates his employment for reason not reflecting discredit on him/herself shall, upon such termination, receive cash compensation for unused vacation leave in accordance with law, providing the employee has worked the qualifying period as set forth in Section A. above. Unused earned vacation leave shall be paid at the employee's regular rate of pay in effect at the time of the termination.
- H. The dates when an employee may take accrued vacation shall be determined by agreement between the employee and supervisor, in the best interest of the employer. Employees will request vacation prior to the start of the first 28-day cycle in January through the end of the first 28-day cycle in January of the following year. Order of selection will be by seniority.

Each year after vacations have been chosen, vacation requests will be considered on a case-by-case basis, in the order they are received. Such requests must be made in writing at least five calendar days in advance of anticipated leave starting dates, unless otherwise mutually agreed. Leave requests will be made in 30-minute increments.

Section 2. Sick Leave Employees are entitled to sick leave benefits as set forth below.

- A. "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family.
- B. For the purposes of this Section, "immediate family" shall be defined as a member of the employee's household, including the employee, the employee's spouse, and the employee or spouse's child, parent, sibling, grandparent, grandchild or other legal dependent.
- C. An employee may use sick leave for:
 - 1. illness;

2. injury;
 3. medical disability;
 4. maternity-related disability;
 5. quarantine;
 6. medical, dental, or eye examination or treatment;
 7. necessary care of or attendance to an immediate family member or, at the Employer's discretion, for another relative, for the above reasons and until other attendance can reasonable be obtained; and
 8. death or funeral attendance for an immediate family member or, at the Employer's discretion, for another person.
- D. Each permanent full-time employee shall earn sick leave credits from the first day of employment at the rate of 3.69 hours per pay period to be credited at the end of each pay period. There shall be no restriction as to the number of hours accumulated. Employees are not entitled to be paid for sick leave until they have been employed continuously for 90 days.
- E. An employee may not accrue sick leave credits while in a leave-without-pay status.
- F. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.
- G. Bargaining unit employees are entitled to sick leave benefits provided they work the qualifying period.
- H. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the state, county, or city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment therefore shall be the responsibility of the agency wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same jurisdiction, he shall not be entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.
- I. An employee who receives a lump-sum payment pursuant to this section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.

- J. An employee may contribute accumulated sick leave to the non-refundable sick leave fund for state employees in accordance with the sick leave fund rules adopted by the Department of Administration.
- K. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section. Sick leave abuse is described in MOM 3-0310 (143) and occurs when sick leave is used for purposes other than those identified in Subsection C above. Abuse includes misrepresentation of conditions for which sick leave is requested, a chronic or patterned use of sick leave, etc.
- L. If the employer has reason to believe that an employee is abusing sick leave, a doctor's certification may be required before sick leave benefits are allowed. Doctor certification is described in MOM 3-0310 (137) and must be provided by a licensed physician or another licensed health care provider competent to treat and diagnose the particular illness or condition. The employee shall only be required to bring in a doctor's certification for no more than 12 consecutive months from the time he/she is notified.
- M. When an employee contacts the employer that they have injured themselves off duty or has an extended illness and cannot report to work for extended time (48 hours) they will supply the employer with written notice from a doctor for the fitness to return to full duty. If the employer wishes a second opinion the employer is liable for the cost of this opinion. This will assist employer from any liability if the employee were to return without proper medical authority. To exclude family members care.

Section 3. Additional leave for each hour worked in excess of 80 worked in a pay period, a fire fighter shall be credited with additional leave time as follows:

<u>Years Experience</u>	<u>Leave time credit</u>
1 - 10	.103875 hrs.
10 - 15	.115375 hrs.
15 - 20	.126875 hrs.
over 20 years	.1385 hrs.

For purposes of this section only, hours worked includes regular hours, military leave, sick leave and jury duty leave.

This leave must be used during the year in which it is accrued. An employee may retain up to 24 hours of such leave so long as it is scheduled to be used within 90 days after June 30 of the year it was accrued. To limit accrual and employer liability this leave is to be used prior to other accumulated leaves. The employer may, at its discretion, "cash-out" or "buy-back" this

leave at anytime. If an employee leaves employment sometime during the year such leave as has accrued under this section will be paid out in full.

The leave credits set forth in this section are based on the average number of regularly scheduled hours under Article 6 of this Agreement. It is understood and agreed that if the parties agree to adjust the average number of regularly scheduled hours under Article 6, the leave credits listed above will be adjusted accordingly.

Section 4. Leave Without Pay Employees may request to take leaves of absence without pay for good and sufficient reasons. Such requests will be made in writing to the Fire Chief. Approval of these requests is at the discretion of the Employer.

Section 5. Maternity Leave Eligible employees will be granted maternity leave as provided in Section 49-2-310 and 49-2-311, M.C.A.

A. The Employer may not:

1. terminate a woman's employment because of her pregnancy;
2. refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. deny to the employee who is disabled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer, provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. require that an employee take a mandatory maternity leave for an unreasonable length of time.

B. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Section 6. Military Leave. Eligible employees will be granted military leave as provided in Section 10-1-604, M.C.A.

An employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of six months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the

military forces of the United States. This leave may not be charged against the employee's annual vacation time.

Section 7. Jury Duty/Service As Witness. Employees will be granted leave to serve as jurors or witnesses in accordance with Section 2-18-619, M.C.A.

- A. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowance paid him by the court.
- B. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the court.
- C. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state government.

ARTICLE TEN - HEALTH INSURANCE

The Employer agrees to contribute the same amount toward the State of Montana group health insurance premium as established for all other state employees in 2-18-703, M.C.A.

ARTICLE ELEVEN - MISCELLANEOUS PROVISIONS

Section 1. Probationary employment. All new employees must complete a six month probationary period. The probationary period may be extended up to an additional six months if, at the end of the first period, the Employer determines that the employee's performance is not satisfactory. The Employer will notify the Union of any decision to extend the employee's probationary period.

During the probationary period employees may be terminated for any reason, without recourse to the grievance procedure set forth in Article 7.

The Employer may discharge any employee who has completed the probationary period only for just cause. The affected employee is entitled, upon request, to a written notice of such cause. It is understood that all employees must maintain their security clearance regardless of their status as to guard membership. Failure to maintain adequate clearance constitutes just cause for termination. From a liability perspective, it is incumbent upon the employee to notify management of any changes in security clearance or driver's license status.

Section 2. Reduction in Force and Recall. "Reduction in force" means the layoff of an employee for reasons including, but not limited to:

- A. elimination of programs;
- B. reduction in FTE's by the legislature;
- C. lack of work;
- D. lack of funds;
- E. expiration of grants;
- F. reorganization; and
- G. conditions where continuation of work would be inefficient or non-productive.

Seniority is defined as the total continuous length of service in the bargaining unit per Addendum C

Should the Employer exercise its prerogative to carry out a reduction in force, selection of employees for layoff will be based on seniority. That is, the last employee hired shall be the first released. No permanent employee will be laid off while a probationary employee within the bargaining unit is retained.

The Employer retains their right to re-assign employees to remaining positions. Employees will be re-assigned based on seniority. If a re-assignment results in a downgrade (demotion), the least senior employee will be re-assigned first. This language in no way sets a minimum or maximum number of employees that may be re-assigned due to a reduction in force. Pay rates for downgrades/demotions will be governed by the Pay Plan Rules.

If a layoff is imminent, all eligible employees may inform the Employer of their desire to take advantage of RIF benefits. It is understood, that if eligible employees pursue RIF benefits, this may result in less senior employees being retained.

Employees laid off by a reduction in the work force will be given a minimum of 14 calendar days notice.

Employees who are laid off through a reduction in the work force may be eligible for recall for a period of up to five years, if qualified, from the effective date of layoff. An employee who wishes to be eligible for recall must provide the Employer with a current address. The Employer will recall employees based on their seniority. That is, the last employee released as a result of a reduction in force shall be the first rehired.

Section 3. Wages. Wages shall be paid to employees in accordance with state central payroll system practices and procedures. Rates of pay for the classified positions covered by this bargaining unit are attached hereto as Addendum A and individual pay rates shall be administered in accordance with statute and Pay Plan Rules (MOM).

Section 4. For purposes of promotion from the Firefighter classification to the Engineer classification, an individual must have completed three years of actual work experience in the MTANG/GFIAP FIRE department; pass an engineer proficiency test including local specific buildings, vehicles, systems, airfield, etc.; and must have all certifications as outlined in NGR 5-1/ANG 63-101 36-8-1a as may be updated. Firefighters must attain a passing score of 75%. Firefighters failing to pass the engineer proficiency exam may do a retake after waiting at least six months. Firefighters holding prerequisite certifications meeting criteria established by the department may be promoted to engineer with two years' experience contingent upon the chief's approval.

Section 5. Physicals.

The Employer will provide and pay for employee physicals in accordance with the current requirements under NFPA 1582. See Addendum E.

Subsection 1. Drug Testing

Employees will participate in a random drug test program to meet requirements in NGR 5-1/ANGI 63-101 chapter 36 as may be updated. See Addendum D.

Section 6. Uniforms.

- A. Employees will be provided with protective clothing and equipment which meets the current Air National Guard, Table of Allowances.
- B. All new employees will purchase the prescribed initial issue of uniform clothing and will submit bills through to the Civil Engineer Financial Management Office for such purchase not to exceed \$475 for which they will be reimbursed. Thereafter they

may be reimbursed for additional replacement expenses at the first regularly scheduled claim period which is scheduled not less than six months from their date of hire.

- C. State of Montana, Department of Military Affairs and an approved commercial laundry service will enter into a contract for uniforms and uniform maintenance. The Great Falls Airport Firefighters Association State of Montana, Department of Military Affairs will ensure that all firefighters are included in this contract.

- D. Day shift personnel will receive \$348 annually per person. Reimbursement will occur upon presentation of receipts. 24-hour shift personnel will receive \$235 annually per person. Reimbursement will occur upon presentation of receipts.

The receipts for individual reimbursement will be submitted to a Uniform Representative during the month of April. At the end of April, the Uniform Representative will submit the receipts, verified by the Fire Chief and the Great Falls State Administrative Officer, to the State of Montana, Department of Military Affairs, Operations Support, Helena, for reimbursement.

Any uniform item which is irreparably damaged in the course of duty will be replaced at the employer's expense.

- D. It is agreed that the "Dress and Uniform Standard", attached hereto as Addendum B will constitute the minimum standard for personal appearance and uniform requirement. Any change in said standard must be agreed upon by the Labor Management committee.

Section 7. The Employer shall provide kitchen facilities for meal preparation.

Section 8. Employee Substitution/Trade Time. In accordance with Section 7 (p) (3) of the F.L.S.A.:

- A. Contingent upon the approval of the Senior Fire Officer or the Fire Chief, employees may substitute for each other during scheduled work hour so long as both parties are assigned to work in the same capacity. Any refusal of such an exchange request will be accompanied by a written explanation of the work related reason for such refusal.
- B. The substitute will be eligible for worker's compensation benefits and the individual being substituted for will be considered off duty. This is in accordance with 39-71-407, M.C.A.
- C. There shall be no limit on the number of approved shift exchanges including exchanges of "Kelly days" off.

- D. Where one employee is permitted to substitute for another, each employee will be credited as if he or she had worked his or her normal shift.
- E. No employee will receive overtime compensation as a result of the above provisions.
- E. The employer will not be required to keep records of the hours of substitute work, and will assume no liability for hours not "paid back" by employees performing substitute work or trading hours under the above provisions.
- G. Fire fighters reporting to work prior to their scheduled starting time with shift supervisor's approval may relieve fire fighters on the previous shift. Early relief time will not be considered compensable hours of work. This relief is on a voluntary basis by the employee and is not required by the employer.

Section 9. Association - Management Committee:

- A. There shall be an Association - Management committee composed of four members. The Association shall name two members and the Employer shall name two members. The committee shall meet four times per year or as otherwise agreed. The committee will meet to discuss matters of mutual interest.
- B. The meetings shall be at the call of the chairman and chairmanship shall alternate between the Association and the Employer. The party calling a meeting shall provide the other party with a tentative agenda at least five working days prior to the proposed meeting date. Neither party to the committee is limited by the tentative agenda. Upon mutual agreement between the Employer and the Association, the Committee may make joint written recommendations to the appropriate level of management.
- C. In the event that changes in the Position Descriptions of the members of this unit are being considered, the Union/Management committee will be allowed to review and comment on such proposed changes.

Section 10. Work out of Classification (Provisional appointment). Provisional appointment means the temporary appointment by the Fire Chief (or, in the Fire Chief's absence, the BCE or Deputy BCE) of a permanent employee to fill a position of a classification other than his own, while the employee regularly assigned to that position is absent. Such assignment must be in writing.

Subsection 1. Provisional pay.

An employee who is provisionally assigned to perform all the duties of a position at a higher grade level than his regular assignment for more than 30 calendar days shall be paid at the grade level of the higher position.

Subsection 2. Duration of status.

An employee given a provisional appointment shall not achieve permanent status in the higher classification and upon termination of the provisional appointment shall be returned to his officially assigned position and rate of pay.

Subsection 3. Basis of assignment.

Such provisional appointments will be made based on seniority within the shift. Seniority based on date of rank. In the case of a tie, then seniority in department.

Section 11. All schooling, training and educational materials required for continued employment will be furnished by the employer at no expense to the employees. Employees may request additional schooling or training, and if approved by the employer, the training will be paid by the employer and the employee will be allowed to attend schooling or training on paid time if during normal work hours.

ARTICLE TWELVE - SEVERABILITY

In the event that any provision of this Agreement is declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE THIRTEEN - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Employer and the Association. The parties expressly intend that neither party shall be obligated during the term of this Agreement to bargain over any subject, regardless of whether or not the subject is covered by the Agreement, and regardless of whether or not the subject was contemplated, discussed or made into a written proposal by either party during the negotiation of this Agreement.

ARTICLE FOURTEEN - EFFECTIVE DATE - TERM

This Agreement shall be effective upon ratification and signature by both parties, and shall remain in full force and effect through the 30th day of June, 2015. If either party desires to modify this Agreement, it shall give notice to the other at least 120 days prior to the expiration date. If the Association gives such notice, it shall notify the Chief of the State Office of Labor Relations and the Department of Military Affairs, in writing. If such notice is given, negotiations

shall begin not later than 90 days prior to the expiration date. The terms and conditions set forth in this agreement shall not be changed by either party without the consent of the other party during the negotiation, mediation, fact-finding or arbitration of the successor agreement.

ARTICLE FIFTEEN - NO STRIKES

Section 1. Strikes, slowdowns, sickouts, or lockouts are prohibited during the term of this agreement. The critical nature of the employees' duties requires that they not allow any picket line to deter them from their duties.

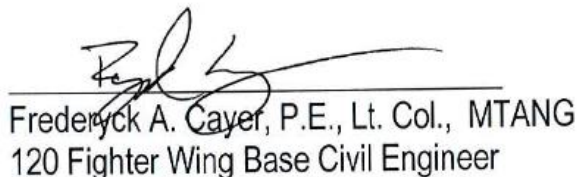
Section 2. The Employer reserves the right to discipline, up to and including discharge, any employee who violates this Article.

Section 3. In the event of breach of this Article, the Employer shall have such rights and recourse as the law may provide, including liability for any and all injury or damage which may result from such a breach.

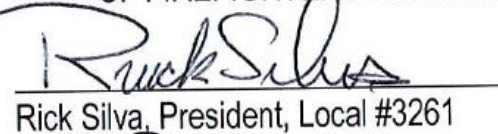
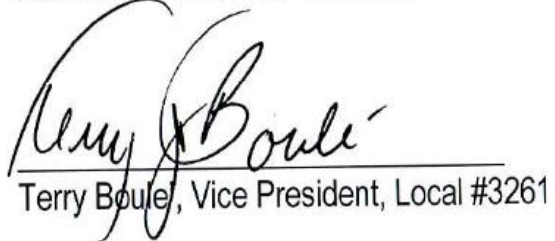
FOR: STATE OF MONTANA


State Office of Labor Relations

Matthew T. Quinn, MG, USA
Adjutant General
Department of Military Affairs


Frederick A. Cayer, P.E., Lt. Col., MTANG
120 Fighter Wing Base Civil Engineer

FOR: INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL #3261


Rick Silva, President, Local #3261
Terry Boule, Vice President, Local #3261
Jerry Schulz, Negotiator, Local #3261

ADDENDUM A - PAY RATES

GROUP INSURANCE CONTRIBUTION

The Employer's share of the health insurance contribution for each employee shall increase by 10% (\$73/month) effective January 1, 2014 and an additional 10% increase (\$81/month) effective January 1, 2015. The employee's contribution for employee coverage shall not be subject to an increase until January 1, 2015.

HOURLY BASE WAGE

All employees covered by this collective bargaining agreement under the Broadband Pay Plan shall receive a 3% across-the-board increase on the base pay rate effective in the pay period that includes July 1, 2013 and a 5% across-the-board increase on the base pay rate effective in the pay period that includes November 15, 2014.

Base wages include three percent Emergency Medical Services certification compensation referenced in 2004 memoranda.

2013 INCREASE		2013 AS OF JULY 1 2013							
	3%	MCA 2-13-304 STATUTORY LONGEVITY							
	BASE (<5)	5 THRU 9	10 THRU 14	15 THRU 19	20 THRU 24	25 THRU 29	30 THRU 34	35THRU39	40 THRU 45
		1.50%	3.50%	5.50%	7.50%	9.00%	10.50%	12.00%	13.50%
CAPT.	\$19.394900	\$19.685824	\$20.073722	\$20.461620	\$20.849518	\$21.140441	\$21.431365	\$21.722288	\$22.013212
DAY LT.	\$21.660900	\$21.985814	\$22.419032	\$22.852250	\$23.285468	\$23.610381	\$23.935295	\$24.260208	\$24.585122
Sr. LT.	\$18.262776	\$18.536717	\$18.901973	\$19.267228	\$19.632484	\$19.906425	\$20.180367	\$20.454309	\$20.728250
LT.	\$17.964292	\$18.233756	\$18.593042	\$18.952328	\$19.311614	\$19.581078	\$19.850542	\$20.120007	\$20.389471
ENG.	\$16.648753	\$16.898484	\$17.231459	\$17.564435	\$17.897410	\$18.147141	\$18.396872	\$18.646604	\$18.896335
FF.	\$15.429400	\$15.660841	\$15.969429	\$16.278017	\$16.586605	\$16.818046	\$17.049487	\$17.280928	\$17.512369
PROB. FF.	\$13.000000								
2014 INCREASE		2014 AS OF NOVEMBER 15 2014							
	5%	MCA 2-13-304 STATUTORY LONGEVITY							
	BASE (<5)	5 THRU 9	10 THRU 14	15 THRU 19	20 THRU 24	25 THRU 29	30 THRU 34	35THRU39	40 THRU 45
		1.50%	3.50%	5.50%	7.50%	9.00%	10.50%	12.00%	13.50%
CAPT.	\$20.364645	\$20.670115	\$21.077408	\$21.484700	\$21.891993	\$22.197463	\$22.502933	\$22.808402	\$23.113872
DAY LT.	\$22.743945	\$23.085104	\$23.539983	\$23.994862	\$24.449741	\$24.790900	\$25.132059	\$25.473218	\$25.814378
Sr. LT.	\$19.175914	\$19.463553	\$19.847071	\$20.230590	\$20.614108	\$20.901747	\$21.189385	\$21.477024	\$21.764663
LT.	\$18.862506	\$19.145444	\$19.522694	\$19.899944	\$20.277194	\$20.560132	\$20.843070	\$21.126007	\$21.408945
ENG.	\$17.481191	\$17.743409	\$18.093032	\$18.442656	\$18.792280	\$19.054498	\$19.316716	\$19.578934	\$19.841152
FF.	\$16.200870	\$16.443883	\$16.767900	\$17.091918	\$17.415935	\$17.658948	\$17.901961	\$18.144974	\$18.387987
PROB. FF.	\$13.000000								

ADDENDUM B - DRESS AND UNIFORM STANDARD

(Last revised 1 July 2009)

The purpose of this standard is to set forth a standardized dress and appearance guide for the Fire Department. This will be adhered to by all Fire Department personnel in regards to personal, as well as uniform, appearance and the wearing of the uniform. It will be the responsibility of all supervisors to ensure that all personnel abide by this standard and that appropriate action be taken against those who do not wish to conform.

1. PERSONAL APPEARANCE:

- A. Hair should show a neat appearance at all times. It will be worn no longer than the bottom of the shirt collar and no longer than the bottom of the ear. No fad haircuts will be acceptable; i.e. mohawks, Qs , etc.
- B. Mustaches may be worn as long as they do not interfere with a proper seal when personnel are wearing SCBA, Self-Contained Breathing Apparatus.
- C. Jewelry should not be worn on duty, due to safety considerations, with the exception of watches with nonconductive watchbands.

2. UNIFORMS:

- A. Uniform Material Performance: Workstation uniforms will comply with NFPA 1976.
- B. Station Uniform: The standard uniform will consist of shirt, trousers, belt footwear, badge, name tag, collar brass, headgear, and patches as specified below.

The style, type and weight of uniform material will be identified and approved by Uniform Committee and Fire Chief, in compliance with O & M standard Chapter 3.6 and NFPA 1976. Refer to item D for reimbursable items.

- 1. Work Jacket: Jacket or cold weather coat, navy blue with (emblem on left chest or patch on left arm, U.S. flag on right arm pending type) name and rank on right chest, appropriate with climate.
- 2. Trousers: Conventional uniform style, navy blue.
- 3. Shirt: Uniform type with two flap pockets and badge tab, or golf type, conforming to the following structure:

- a. Uniform type, light blue in color, or golf type, navy blue in color.
 - b. Golf Type: navy blue, long or short sleeve, with emblem on left chest.
 - c. Undershirt: Navy blue with emblem on left chest. Style (long or short sleeve) depending on uniform type, i.e., sleeve with short sleeve, and long sleeve with long sleeve. Can be worn as an outer garment around station.
 - d. Work Shirt: Navy blue with emblem on left chest. Name and rank on right chest.
 - e. For wear around the station the uniform shirt, work shirt, undershirt, or golf type shirt may be worn.
- 4. Belt: The belt shall be black with plain buckle.
 - 5. Footwear: Footwear shall be black in color; boots or shoes are acceptable, plain toe without design. Footwear must be serviceable. Cold weather footwear is approved as long as they are serviceable. Footwear will have a safety toe. Socks will be black if visible.
 - 6. Badge: MTANG FD Badge.
 - 7. Headgear: The authorized headgear is baseball type hat with emblem (navy blue), dress type hat, or cold weather stocking cap only.
 - 8. Patches and Adornments: Authorized items are listed below.
 - a. The US Flag will be worn on the right sleeve two inches from the top seam, centered
 - b. The Fire Department Patch will be worn on the left sleeve two inches from the top seam, centered.
 - c. The National Registry Emergency Medical Technician patch can be worn one and a half inches on the right breast above the pocket, centered.
 - d. Collar Brass will be optional, worn in the appropriate place, to determine rank, captains and above.

- e. Name Tag will be worn over the right breast pocket.
 - f. Badge will be worn on the left breast.
9. Optional Items: To be determined by the Fire Chief and the Uniform Committee in compliance with Section B, number 1. The approved optional items are:
- a. Dress Hat
 - b. Dress Uniform
 - d. After hour's attire with emblem on left chest and left leg.
10. Physical Fitness Clothing: The physical fitness clothing can consist of any type of clothing but within the perimeters of good taste and condition, meeting the requirements of NFPA 1976 and would not present a risk of melting or burning to the individual (i.e. no spandex, polyester, nylon) with the understanding that if an emergency happens in that time frame, turnout gear will be worn.
11. The Fire Chief may issue any additional cold weather clothing for Fire Department use.
- C. Basic Issue: All Fire Department personnel are authorized a basic issue of the uniform items listed below.

<u>Qty.</u>	<u>Item</u>
3-ea	Uniform type shirt
3 ea	Trousers
4 ea	U.S. Flag Patches
4 ea	Fire Department Patches
1 ea	Work Jacket, appropriate with local climate
1 pr	Footwear
1 ea	Belt
1 ea	Tie, black
1 ea	MTANG Badge
1 pr	Socks, black
2 pr	Collar Brass
1 ea	Work Shirt

D. Replacement Clothing:

1. The above listed basic issue items listed will be replaced at no expense to Fire Department Personnel when clothing is accidentally damaged while on the job through no fault of the employee as determined by the supervisor.
2. All basic uniform items will be maintained with the uniform allowance and will be replaced according to serviceability. Under shirt is a fully reimbursable item.
3. All optional items are reimbursable with the uniform allowance as long as all standard uniform items are maintained in good serviceability.
4. The Fire Department emblem is reimbursable on all items.

E. Uniform Wear: All Fire Department personnel will wear the uniform appropriately as stated in the above manner. For official duty, i.e., out of station classes, official inspections, official meetings, the regular type uniform will be worn.

3. CLEANLINESS\WEAR AND TEAR

All uniform items will be maintained in a neat and clean manner at all times. Any item that shows excessive wear will be replaced. It is everyone's duty to assure that we all present a professional appearance at all times.

4. RECOMMENDATION

The Uniform Committee will make their recommendations to management and labor for final approval between the labor and management committee.

ADDENDUM C-FIRE FIGHTER SENIORITY LIST

UPDATED OCT 1, 2013

NAME	DATE OF HIRE	YEARS OF SERVICE
SILVA	24 JULY 1983	30
LEE	16 MAR 1987	26
SCHMIDT	16 MAR 1987	26
SCHULZ	15 JUN 1987	26
BOULE'	25 JUL 1988	25
YODER	11 MAR 1991	22
GRAVES	8 MAY 1991	22
GASVODA	1 DEC 1992	20
SCHEI	12 FEB 2001	12
ULSH	6 JUN 2002	11
BIALCZAK	7 MAR 2005	8
HACKETT N	5 OCT 2005	8
HILPERT	6 OCT 2005	8
PHINNEY	6 FEB 2006	7
HACKETT S	29 DEC 2006	6
GUZMAN	11 JUN 2007	6
HARRIS	3 JAN 2011	2
LABARGE	3 JAN 2011	2
WHITMORE	3 JAN 2011	2
MCCRUMB	3 JAN 2011	2
DIXON	3 JAN 2011	2
WISE	15 MAY 2011	2
LAMBERS	1 JAN 2013	1
MCGOVERN	1 JAN 2013	1
MEIERHOFF	11 FEB 2013	1
STENQUIST	25 MAR 2013	1

ADDENDUM D - DRUG TESTING

Based on the NGR 5-1, Chapter 36-10 Minimum standards for employment in the Fire Fighter Program, MTANG must establish a random drug testing program. This is consistent with Executive Order No. 12564 Drug-Free Federal Workplace, which requires employees who are performing safety sensitive functions be enrolled in a drug testing program.

Firefighters have been classified as “safety sensitive” employees and must adhere to the guidelines established by the drug testing program. Participation is a “condition of employment” and failure to maintain minimum standards may be cause for dismissal.

The use of illegal drugs, on or off duty, by safety sensitive employees is inconsistent not only with the law-abiding behavior expected of all citizens, but also with the special trust placed in such employees as servants of the public. Drug use impairs the efficiency of this agency, undermines public confidence, and makes it more difficult for other employees who do not use illegal drugs to perform their jobs effectively and safely.

To meet the requirements set forth in NGR 5-1, Chapter 36-10, we will implement a random drug testing program. It is expected that all employees will cooperate fully with these requirements.

All new hires will be drug tested.

DRUG AND ALCOHOL FREE WORKPLACE

Section 1. Intent. The Employer and Agency and the Association agree that every effort must be made to reserve a work environment free from the effects of drugs, alcohol or other performance impairing substances.

Section 2. Policy. Any employee who reports for or remains on duty while under the influence of intoxicating liquor or illegal drug shall be subject to disciplinary action. Further, the willful possession of such a drug not medically authorized, or any other substance which impairs the job performance or poses a hazard to the employees or the public, or the sale of any such item is prohibited and will result in disciplinary action.

Section 3. Medically Authorized Drugs. It shall be the employee's responsibility to determine from his/her physician whether or not a prescribed drug may impair job performance. An indication by the physician that the employee's performance may be impaired shall be cause for the employee to be placed on light duty or sick leave. Failure to

report such an impairment or failure to provide evidence of medical authorization may result in disciplinary action.

Section 4. Employee Assistance. The Employer will afford employees an opportunity to deal with drug and alcohol related problems. The Fire Chief will maintain information relating to the hazards of and treatment for drug and alcohol problems, and any employee may seek such information and assistance of their own accord without fear of disciplinary action and with assurance that confidentiality will be maintained throughout a process of voluntary rehabilitation. The Employer shall assist in a recognized treatment program, and provide assistance to any employee who acknowledges drug or alcohol dependency, provided that discontinued usage is a requisite for such assistance.

Section 5. Disciplinary Actions. Disciplinary remedies related to a drug or alcohol problem may include mandatory participation in a drug or alcohol treatment program. An employee so required shall be evaluated by an accredited professional agreed upon by the Agency and IAFF Local 3261, the cost of which shall be borne by the Agency. The employee shall provide evidence of his/her participation as required, and shall continue so long as recommended by the evaluator. Failure to comply with this provision may be grounds for further disciplinary action.

Section 6. Drug Testing.

- (A) The parties agree to the use of the random drug testing protocols.
- (B) An employee selected for testing will be sent within the first four (4) hours of the start of his/her shift.
- (C) Testing will be random and require testing of up to three (3) employee per quarter and will occur in the morning.

Supervisor responsibilities:

When notified that an employee has been scheduled for a random drug test, the supervisor (or designee) must inform the employee that he/she has been selected for random testing and that he/she should report ***immediately*** to the testing facility.

Employee Responsibilities:

When notified that he/she has been scheduled for a random drug and/or alcohol test, the employee must ***immediately*** stop performing safety-sensitive functions and report to the assigned testing facility.

Reasonable Suspicion Testing

Employees in covered positions may be subject to a fitness-for-duty evaluation that includes urine and breath testing when there is reason to believe that drug or alcohol use is a potential factor in affecting job performance.

A reasonable suspicion determination will be made by a Senior Fire Officer who believes that the employee has violated the prohibitions of these regulations based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

Reasonable suspicion determinations must be documented within twenty-four (24) hours of observation and by test results received. The person who made the determination must sign the form describing the behaviors that led to the determination.

Alcohol determinations must be made within two (2) hours and not to exceed eight (8) hours of evaluation.

Testing for Prohibited Substances

Drug Testing

Drug testing may occur at any time during **on-duty time**. The controlled substances that will be tested for include marijuana, cocaine, opiates, amphetamines and phencyclidine.

If the employee or prospective employee is unable to provide the required amount of urine for drug testing, he/she will be instructed to drink not more than forty (40) ounces of fluids and, after a period of up to three (3) hours, again attempt to provide a complete sample using a fresh collection container with the original insufficient specimen discarded.

Dilute Urine Samples

If directed by the testing facility to conduct a recollection due to a dilute result the following will apply:

The employee will be immediately removed from safety-sensitive work and immediately retested. The employee may not return to work until a negative test result with non-dilute urine is received from the subsequent test, no sooner than the start of the employee's next regularly scheduled duty period, and not less than twenty-four (24) hours following administration of the test.

The employee may be subject to an observed collection if the collection site has reason to believe the sample may have been adulterated.

If the subsequent test is dilute, the Department may send the employee to a physician to determine if there's a medical reason for the dilute sample.

If the physician determines there is no medical reason for a dilute urine sample, the test will be treated as a positive test. The Department will refer the employee to the approved for evaluation and require a negative, on-dilute return-to-duty test or certification from a physician that the appearance of a dilute sample is normal for the employee.

Disciplinary Action – Positive Test Results:

The following actions will occur as a result of a confirmed positive drug test

First Occurrence:

Removal from performing safety-sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

Unless a recommendation is made to the Director for termination, the employee will be referred to the SAP for evaluation and a determination of what assistance, if any, the employee needs in resolving problems associated with controlled substances use; released to duty by the SAP; and completion of a return-to-duty controlled substance test with a verified negative result. Employee must complete the program the SAP recommends. Follow-up tests will be required.

Second Occurrence:

Removal from performing safety-sensitive functions, suspension without pay, and recommendation made to the Fire Chief/ DMA HR representative for termination.

SAP Assessment Procedures

Any employee, who has a confirmed positive test for the presence of illegal controlled substances will:

First: Contact the Designated Employer Representative (DER) at (406)-444-7285. The Designated Employer Representative will review the steps and procedures necessary to complete the return-to-duty process.

Second: Contact a Substance Abuse Professional (SAP) designated by DMA within the timeline of his/her suspension.

The SAP will evaluate the employee to determine what assistance the employee needs in resolving problems associated with the prohibited use or abuse of drugs or alcohol, recommend a rehabilitation program and follow-up schedule, and determine if the rehabilitation program has been successfully completed. The SAP will also determine if and when the employee can be released for a return to duty test and return to work. The employee must properly follow the rehabilitation program prescribed by the SAP. Failure to follow SAP recommendations will be considered as a refusal to submit to testing and will be handled as a positive test.

Proper Application of Policy

MTANG Fire Dept/DMA is dedicated to assuring fair and equitable application of this policy. Supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy and is found to have deliberately misused the policy in regard to a subordinate shall be subject to disciplinary action up to and including termination.

Employee Admission of Controlled Substance Use

No adverse action will be taken against an employee in a covered position who admits to misuse of use of a controlled substance covered by this policy and Federal regulations (see CFR 49 part 382.121) if the following conditions apply. The employee:

- Makes the admission prior to reporting to duty.
- Has not been notified to report for a random test for which he/she has not yet been tested.

The supervisor must document this admission and notify the HR contact for this policy. The employee must sign a release allowing the Fire Chief to notify DMA of successful completion of the program and of the return-to-duty test results.

An employee who admits to controlled substance use in accordance with this policy will be allowed to use sick or annual leave to complete evaluation, education or treatment and complete the return-to-duty testing.

The employee may not perform safety-sensitive functions until he/she has successfully completed the treatment program and has a verified negative test result.

Refusal to Submit – Controlled Substances or Alcohol

The following actions will be considered refusal to test and will be handled accordingly as a positive test.

Any employee or prospective employee who:

- Fails to follow the program recommended by the Substance Abuse Professional;
- Fails to comply with a request for testing;
- Provides false information in connection with a test;
- Attempts to falsify test results through tampering, contamination, adulteration or substitution;
- Is unable to provide a urine sample (**Refer to Dilute Sample test**);
- Is physically absent or demonstrates verbal or obstructive behavior that results in the inability to conduct the test;
- Is unavailable for post-accident testing, unless injury prevents testing;
- Fails to undergo a medical examination if directed.

ADDENDUM E – MEDICAL REQUIREMENTS / PHYSICAL FITNESS

All firefighters assigned to fire operations will meet the medical requirements of NFPA 1582. In an effort to ensure firefighters are fit for duty, all firefighters will be medically evaluated & qualified for duty annually by the fire department physician. Prior to the completion of the annual medical evaluation, all firefighters' physical fitness will also be evaluated by means of a performance test administered by the Fire Department fitness monitor.

Fire Fighters may choose one of the following two choices in which to demonstrate physical fitness:

1. Air National Guard Instruction ANGI 10-248 fit test. (New performance tables have been distributed with a new effective date of January 2010)
2. Fire Fighter Challenge – Fitness Evaluation. This is the classic 8 minute test with a graduated passing time based on age.

Performance standards for each of these evaluations will be posted in a fitness binder and maintained in the fire department class room for review.

In January 2010, all personnel will be given a free evaluation in order to establish a baseline of their performance. The first actual fitness test will be conducted in May 2010 prior to the annual medical evaluations. Firefighters may choose either of the above fitness standards to be evaluated against. Should the firefighter pass this evaluation they will be complete for the year and no additional testing will be required for 12 months. Should they not meet the minimum standards, they will be given 6 months to improve their physical fitness and retested in December of 2010. Firefighters are expected to show improvement in their performance scores during this 6 months period. (i.e.: increased cardio ability, weight loss, and strength gain). If they do not pass the standards during this second test they will enter into a second 6 month period in which they are to concentrate on physical fitness improvement and will again be tested prior to the annual medical evaluation scheduled for May 2011.

Firefighters who do not meet physical performance requirements standards and fail the evaluation for a third (3rd) time in May 2011 will not be permitted to engage in fire operations per NFPA 1500. A firefighter's failure to meet physical performance standards will result in a determination that firefighter is unable to perform essential job functions and removal from fire operations per NFPA 1500.

As an example going forward: Should a fire fighter pass the annual evaluation in May 2010, but subsequently fail the test for a first time in May 2011, they will go into the same physical fitness improvement process, and be given 3 test opportunities (May 11, Dec 11, and May 12) to pass before they are considered unfit.

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
ARTICLE ONE - RECOGNITION.....	2
ARTICLE TWO - MANAGEMENT RIGHTS	2
ARTICLE THREE - ASSOCIATION RIGHTS	3
ARTICLE FOUR - ASSOCIATION SECURITY	3
ARTICLE FIVE – NON-DISCRIMINATION	4
ARTICLE SIX - HOURS OF WORK AND OVERTIME	4
ARTICLE SEVEN - GRIEVANCE PROCEDURE.....	7
ARTICLE EIGHT - HOLIDAYS	9
ARTICLE NINE – LEAVES.....	10
ARTICLE TEN - HEALTH INSURANCE	15
ARTICLE ELEVEN - MISCELLANEOUS PROVISIONS.....	15
ARTICLE TWELVE - SEVERABILITY	20
ARTICLE THIRTEEN - ENTIRE AGREEMENT	20
ARTICLE FOURTEEN - EFFECTIVE DATE - TERM.....	20
ARTICLE FIFTEEN - NO STRIKES	21
ADDENDUM A - PAY RATES	21
ADDENDUM B - DRESS AND UNIFORM STANDARD	23
ADDENDUM C-FIRE FIGHTER SENIORITY LIST	27
ADDENDUM D - DRUG TESTING.....	28
ADDENDUM E – MEDICAL REQUIREMENTS / PHYSICAL FITNESS	34